

EXHIBIT

6



September 29, 2008

VIA HAND DELIVERY (WITH COPY BY FACSIMILE)

Lehman Brothers OTC Derivatives Inc.
c/o Lehman Brothers Inc.
Legal Compliance and Audit Group
Capital Markets Contracts - Legal
745 Seventh Avenue, 19th Floor
New York, New York 10019

Attention: Documentation Manager
Telephone No.:212-526-7187
Facsimile No.:212-526-7672

Re: *VWAP Prepaid Share Forward Transaction – Your Global ID 3990242*

Dear Sir or Madam:

Reference is made to the confirmation (“**Confirmation**”), dated as of August 1, 2008, representing the terms and provisions of the VWAP Prepaid Share Forward Transaction (the “**Transaction**”) entered into between Lehman Brothers OTC Derivatives Inc. (“**Lehman**” or “**Party A**”) and Intel Corporation (“**Intel**” or “**Party B**”), Lehman’s Global ID number 3990242, which Confirmation supplements, forms a part of, and is subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) (the “**Agreement**”) dated February 1, 2008 between Party A and Party B (as modified with respect to the Transaction as provided in the Confirmation). All capitalized terms not defined herein shall have the meaning set forth in the Confirmation or the Agreement, as applicable.

Lehman failed to deliver at or before 4:30 p.m. (New York City time) today, September 29, 2008, the Number of Shares to be Delivered in accordance with the terms of the Confirmation and Section 2(a)(i) of the Agreement (the “**Failed Delivery**”). In addition, on September 15, 2008, Lehman Brothers Holdings Inc. (“**LBHI**”), a Credit Support Provider under the terms of the Agreement, filed a case under chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York, which event constitutes an Event of Default under Section 5(a)(vii) of the Agreement, which is continuing on the date hereof (the “**Existing Event of Default**”).

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Based upon the Existing Event of Default and in light of the Failed Delivery, pursuant to Section 6(a) of the Agreement, Intel hereby designates September 29, 2008 as the Early Termination Date in respect of the Transaction, which is the only outstanding Transaction under the Agreement.

Pursuant to the terms of the Confirmation, Second Method and Loss apply to the Transaction for purposes of Section 6(e) of the Agreement. Pursuant to Section 6(d)(i) of the Agreement, we notify you that our Loss in respect of the Transaction, including as a result of the Failed Delivery, is US \$1,001,966,256.00 (US \$ one billion one million nine hundred sixty six thousand two hundred fifty six). Exhibit A to this letter is a statement showing our calculation of the Loss. This amount is due to us on the Early Termination Date in accordance with Section 6(d)(ii) of the Agreement and shall be delivered in accordance with Section 5(d) of the Confirmation.

Intel hereby certifies that the amount of our Loss as set forth in the immediately preceding paragraph and further detailed on Exhibit A to this letter also constitutes the amount of Intel's "costs, losses or expenses" resulting from the Failed Delivery for purposes of Section 9.12 of the Equity Definitions, and Intel hereby demands indemnification for such amounts in accordance with the terms of such Section 9.12 (without duplication of amounts demanded in the immediately preceding paragraph).

Please deliver the Shares and cash required to be delivered in accordance with Section 5(d) of the Confirmation to the following accounts of Intel.

Payment instructions for cash payments:

Citibank, NY
ABA # 021000089
Swift # CITIUS33
A/C # 40667555
A/C Name: Intel Corporation

Delivery instructions for delivery of Shares:

DTC# 908
Agent Bank# 27603
Institution ID# 29424
A/C# 848386
A/C Name: Intel Corporation

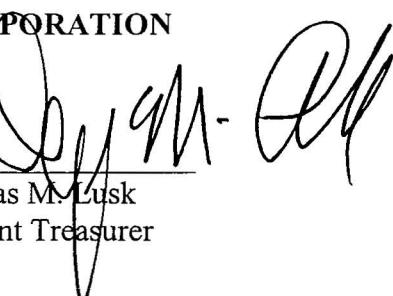
Intel reserves its right to claim indemnification for the out-of-pocket expenses of enforcement and protection of Intel's rights under the Agreement pursuant to Section 11 of the Agreement.

Intel Corporation
2200 Mission College Blvd.
Santa Clara, CA 95054

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Kind regards,

INTEL CORPORATION

By: 
Name: Douglas M. Lusk
Title: Assistant Treasurer

copy to:

Lehman Brothers Inc., acting as Agent
Lehman Brothers OTC Derivatives Inc., acting as Principal
Attention: Andrew Yare - Transaction Management Group
745 Seventh Avenue
New York, New York 10019

Facsimile: 646-885-9546 (United States of America)
Telephone: 212-526-9986

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EXHIBIT A – CALCULATION OF LOSS

Loss:

Intel's Loss is US \$1,001,966,256.00 (US \$ one billion one million nine hundred sixty six thousand two hundred fifty six), representing, in accordance with the definition of Loss in the Agreement, Intel's "total losses and costs . . . in connection with . . . [the] Terminated Transaction . . . , including any loss of bargain [or] cost of funding" and including "losses and costs . . . in respect of any . . . delivery required to have been made . . . on or before the relevant Early Termination Date and not made".

Calculation:

Lehman delivery obligation under the Transaction: US \$1 billion in Intel common stock, \$0.001 par value, which stock was to be purchased during the Calculation Period in compliance with certain provisions of and rules under the Securities Exchange Act of 1934, as amended, as specified in the Confirmation, and valued as specified in the Confirmation, to be delivered on or prior to September 29, 2008.

Lehman deliveries have occurred to date: none.

Intel's total losses and costs (including without limitation losses and costs as a result of the Failed Delivery) pursuant to the definition of Loss are US \$ 1,001,966,256.00, an amount equal to the sum of

- (i) US \$1 billion, equal to the price Intel paid on the Prepayment Date for the deliveries required to be made by Lehman under the Confirmation (the "**Prepayment Amount**"), and equal to the value, measured as specified in the Confirmation, of deliveries that were to be made by Lehman on or before the Early Termination Date which were not made; and
- (ii) US \$ 1,966,256.00, representing interest Intel was unable to earn on the Prepayment Amount from the Prepayment Date through the Early Termination Date as a result of entering into the Transaction, which lost interest amount has been determined by reference to the actual amount of interest earned during such period on the cash collateral held by Intel in accordance with the terms of the Confirmation.

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